



**AGENDA**  
**City of Milton**  
**Public Works Committee**  
**January 6, 2015**  
**6:00 p.m.**  
**MILTON CITY HALL**  
**Council Chambers, 710 S. Janesville Street**

1. Call to order
2. Approve Agenda
3. Approve Minutes – November 5, 2014
4. Engineers Report
5. Informational Attachments
  - a. Equipment Maintenance Log
6. Discussion and possible action regarding the Public Works Department Summer Schedule.
7. Discussion and possible action regarding Gateway Drive Storm Sewer.
8. Discussion and possible action on H&H Building and Security contract for Municipal Building fire systems.
9. Discussion and possible action on H&H Building and Security contract for Municipal Building security system software.
10. Discussion and possible action regarding Baxter & Woodman Contract for Engineering Service for 2015.
11. General Items
12. Next Meeting – February 3, 2015
13. Motion to Adjourn

**\*\*Please note that upon reasonable notice, at least 48 hours in advance, efforts will be made to accommodate the needs to disabled individuals through appropriate aids and services. For additional information to request this service, please contact the City Clerk's office at 868-6900, 710 S. Janesville Street, Milton, WI 53563.**

Notice is hereby given that a majority of the Common Council may be present at this meeting at the above mentioned date and time to gather information about a subject over which they have decision-making responsibility. This

constitutes a meeting of the City Council pursuant to State ex rel. Badke v. Greendale Village Bd., 173 Wis. 2d 553, 494 N.W. 2d 408 (1993) and must be noticed as such, although the City Council will not take any formal action at this meeting.

Posted by: Elena Berg  
1-2-2015

**City of Milton  
Public Works Committee  
November 5, 2014**

**Call to order**

Chairperson Ald. Nancy Lader called the November 5, 2014 meeting of the Public Works Committee to order at approximately 6:00 p.m.

Present: Chairperson Ald. Nancy Lader, and Ald. Lynda Clark. Ald. Dave Adams was excused.

Also Present: City Engineer Gary Vogel, Director of Public Works Howard Robinson, City Administrator Al Hulick, and City Clerk/Deputy Treasurer Elena Berg.

**Approve Agenda**

Ald. Clark motioned to approve the agenda. Ald. Lader seconded, and the motion carried.

**Approve Minutes – September 2, 2014**

Ald. Clark motioned to approve the minutes. Ald. Lader seconded, and the motion carried.

**Engineers Report**

City Engineer Gary Vogel reviewed the Engineer's Report. No action was taken.

**Informational Attachments**

a) **Equipment Maintenance Log**

DPW Robinson presented the Equipment Maintenance Log to the committee. No action was taken.

**Discussion and possible action on the Gateway Drive storm sewer work order**

City Engineer Gary Vogel prepared a work order for Baxter & Woodman for design and bidding work for the proposed Gateway Drive storm sewer to be paid out through TID funds.

Ald. Clark motioned to approve the storm sewer work order from Baxter & Woodman. Ald. Lader seconded, and the motion carried.

**Discussion and possible action regarding the water pressure model and low pressure area**

The water pressure model or study of water pressure in various part of the City conducted by Baxter & Woodman indicated the area of Rainbow Drive and Hilltop Drive and the side streets in this area have a low pressure situation during standard conditions. At times, this area will have pressure at less than the 35psi that the DNR requires. The well on Rainbow Drive has sufficient room to construct a pressure station to correct this problem. The preliminary estimated cost is between \$350,000 and \$450,000. This is a future development situation and a quality of life situation for the neighborhood.

Ald. Lader motioned to Table this issue future discussion. Ald. Clark seconded, and the motion carried.

**General Items**

Ald. Clark requested PWD Robinson to utilize the City website and Facebook to share what the department is doing with the public.

**Next Meeting – Tuesday, December 2, 2014**

The next meeting of the Public Works Committee will take place on December 2, 2014.

**Motion to Adjourn**

Ald. Clark motioned to adjourn the November 5, 2014 meeting of the Public Works Committee at approximately 6:20 p.m. Ald. Lader seconded, and the motion carried.

Respectfully Submitted,

Elena Berg  
City Clerk/Deputy Treasurer



# DPW Equipment Maintenance Log

Wednesday, December 31, 2014

9:17:17 AM

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	9/22/2014	Street Vehicle Maintenance	0.50			Enter fuel and receipts
67	Nicholas	Taormino	9/22/2014	Street Vehicle Maintenance	2.00	19	IHC Dump/Plow/Sand 4900 4x2	Drain fuel and remove tank
59	Donald	Zimmerman	9/22/2014	Public Safety Vehicle Repair	1.00	15	Chevrolet Silverado	Squad to Janesville
59	Donald	Zimmerman	9/22/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run
59	Donald	Zimmerman	9/22/2014	Public Safety Vehicle Repair	1.00	15	Chevrolet Silverado	Pick up Squad
67	Nicholas	Taormino	9/22/2014	Street Vehicle Maintenance	1.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Hydraulic line repair
67	Nicholas	Taormino	9/22/2014	Public Safety Vehicle Repair	1.50	122	Squad Car	Squad to Jvl and back
67	Nicholas	Taormino	9/22/2014	Parks Vehicle Maintenance	1.00	38	Toro Mower 11' Deck	Reinders warranty work
67	Nicholas	Taormino	9/23/2014	Parks Vehicle Maintenance	0.50			Whip and saw maint
67	Nicholas	Taormino	9/23/2014	Street Vehicle Maintenance	0.50	16	IHC Dump/Plow/Sand 4900 4x2	Install side directionl light
67	Nicholas	Taormino	9/23/2014	Street Vehicle Maintenance	8.00	19	IHC Dump/Plow/Sand 4900 4x2	Install fuel ttank and filter
59	Donald	Zimmerman	9/23/2014	Street Vehicle Maintenance	1.00	16	IHC Dump/Plow/Sand 4900 4x2	Maint
59	Donald	Zimmerman	9/23/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run
67	Nicholas	Taormino	9/24/2014	Street Vehicle Maintenance	4.00	19	IHC Dump/Plow/Sand 4900 4x2	Work on repairs
59	Donald	Zimmerman	9/24/2014	Street Vehicle Maintenance	1.50	15	Chevrolet Silverado	Pick up plow from Lakeside
67	Nicholas	Taormino	9/25/2014	Street Vehicle Maintenance	3.00	5	IH 4900 4x2 Dump/Plow/Sand	Start repairs
71	Paul	Smith	9/25/2014	Wastewater Vehicle Maintenance	2.00	20	IHC 7400 Hi-Vac Truck (Sewer)	Wash
71	Paul	Smith	9/25/2014	Parks Vehicle Maintenance	3.00	41	Mower Skag	Wash mower
67	Nicholas	Taormino	9/25/2014	Street Vehicle Maintenance	1.00	16	IHC Dump/Plow/Sand 4900 4x2	Repair backup alarm
67	Nicholas	Taormino	9/25/2014	Street Vehicle Maintenance	2.00	19	IHC Dump/Plow/Sand 4900 4x2	Finish repairs

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	9/26/2014	Parks Vehicle Maintenance	1.50	38	Toro Mower 11' Deck	Change blades, grease, check over
67	Nicholas	Taormino	9/26/2014	Street Vehicle Maintenance	2.50	5	IH 4900 4x2 Dump/Plow/Sand	Work on repairs
67	Nicholas	Taormino	9/29/2014	Street Vehicle Maintenance	9.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on repairs
67	Nicholas	Taormino	9/30/2014	Public Safety Vehicle Repair	1.00	122	Squad Car	Drop off for warantee work
59	Donald	Zimmerman	9/30/2014	Public Safety Vehicle Repair	1.00	15	Chevrolet Silverado	Squad to Janesville
67	Nicholas	Taormino	9/30/2014	Street Vehicle Maintenance	8.00	29	Tool Cat Utility Vehicle	Repair hydr leak, tierod ends, service, ball joints
59	Donald	Zimmerman	9/30/2014	Street Vehicle Maintenance	0.50	15	Chevrolet Silverado	Wash Truck
67	Nicholas	Taormino	10/1/2014	Street Vehicle Maintenance	7.50	29	Tool Cat Utility Vehicle	Work on repairs
67	Nicholas	Taormino	10/1/2014	Public Safety Vehicle Repair	1.50	122	Squad Car	Squad to Jvl
59	Donald	Zimmerman	10/1/2014	Public Safety Vehicle Repair	1.00	15	Chevrolet Silverado	Squad to Janesville
71	Paul	Smith	10/2/2014	Stormwater Equipment Maintenance	3.00			Install leaf vac
63	Ward	Edwardson	10/2/2014	Stormwater Equipment Maintenance	3.50	4	GMC W-4 Dump (Dumbo) 1-1/2 Ton	Install leaf vac
67	Nicholas	Taormino	10/2/2014	Stormwater Equipment Maintenance	4.50	48	AM-30 Leaf Vac	Install leaf vac
60	Ken	Vierck	10/3/2014	Parks Vehicle Maintenance	4.00	38	Toro Mower 11' Deck	
67	Nicholas	Taormino	10/7/2014	Public Safety Vehicle Repair	1.00	127	Squad Car	Diagnose
59	Donald	Zimmerman	10/8/2014	Street Vehicle Maintenance	2.00	29	Tool Cat Utility Vehicle	Work on Tool Cat
67	Nicholas	Taormino	10/8/2014	Public Safety Vehicle Repair	2.00	127	Squad Car	Remove alternator for repari
67	Nicholas	Taormino	10/8/2014	Public Safety Vehicle Repair	2.00	123	Squad Car	Make arrangements for repiars
67	Nicholas	Taormino	10/8/2014	Street Vehicle Maintenance	5.00	29	Tool Cat Utility Vehicle	Finish repairs and start service
67	Nicholas	Taormino	10/9/2014	Street Vehicle Maintenance	2.00	29	Tool Cat Utility Vehicle	Finish service

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	10/9/2014	Street Vehicle Maintenance	1.00			Enter fuel
67	Nicholas	Taormino	10/9/2014	Public Safety Vehicle Repair	3.00	127	Squad Car	Install alternator and check over
67	Nicholas	Taormino	10/10/2014	Street Vehicle Maintenance	1.00			Get bids for loader and skidsteer
67	Nicholas	Taormino	10/11/2014	Street Vehicle Maintenance	9.00	21	Case Laoder 621F	Start repairs
59	Donald	Zimmerman	10/13/2014	Street Vehicle Maintenance	1.00	21	Case Laoder 621F	Work on End Loader
67	Nicholas	Taormino	10/14/2014	Street Vehicle Maintenance	9.00	21	Case Laoder 621F	Work on control valve
59	Donald	Zimmerman	10/15/2014	Street Vehicle Maintenance	2.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on
67	Nicholas	Taormino	10/15/2014	Street Vehicle Maintenance	9.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on new hitch
60	Ken	Vierck	10/17/2014	Parks Vehicle Maintenance	3.00	38	Toro Mower 11' Deck	
59	Donald	Zimmerman	10/20/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run Fastenal
67	Nicholas	Taormino	10/20/2014	Street Vehicle Maintenance	3.00	21	Case Laoder 621F	Reinstall hydro balve and test
67	Nicholas	Taormino	10/20/2014	Street Vehicle Maintenance	6.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow updates
67	Nicholas	Taormino	10/21/2014	Parks Vehicle Maintenance	1.00	34	Woods 4' Mower	Fix tensioner pully
67	Nicholas	Taormino	10/21/2014	Street Vehicle Maintenance	2.00	21	Case Laoder 621F	Finsih loader repairs
67	Nicholas	Taormino	10/21/2014	Street Vehicle Maintenance	6.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow update
67	Nicholas	Taormino	10/22/2014	Public Safety Vehicle Repair	1.00	124	Police Vehicle	Drop off at dealer
67	Nicholas	Taormino	10/22/2014	Public Safety Vehicle Repair	1.00	126	Police Vehicle	Install new battery
67	Nicholas	Taormino	10/22/2014	Street Vehicle Maintenance	4.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow update
59	Donald	Zimmerman	10/22/2014	Public Safety Vehicle Repair	1.00	15	Chevrolet Silverado	Squad to Janesville
67	Nicholas	Taormino	10/22/2014	Street Vehicle Maintenance	3.00	19	IHC Dump/Plow/Sand 4900 4x2	Work on plow update
67	Nicholas	Taormino	10/23/2014	Street Vehicle Maintenance	3.50	19	IHC Dump/Plow/Sand 4900 4x2	Work on plow update
67	Nicholas	Taormino	10/23/2014	Street Vehicle Maintenance	3.50	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow updates
67	Nicholas	Taormino	10/23/2014	Public Safety Vehicle Repair	1.00	125	Squad Car	Service and check over

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	10/24/2014	Street Vehicle Maintenance	3.50	19	IHC Dump/Plow/Sand 4900 4x2	Work on plow updates
67	Nicholas	Taormino	10/27/2014	Street Vehicle Maintenance	8.00	19	IHC Dump/Plow/Sand 4900 4x2	Work on plow updates
67	Nicholas	Taormino	10/27/2014	Public Safety Vehicle Repair	1.00	123	Squad Car	Service and check over
67	Nicholas	Taormino	10/28/2014	Street Vehicle Maintenance	4.50	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow updates
67	Nicholas	Taormino	10/28/2014	Street Vehicle Maintenance	3.50	19	IHC Dump/Plow/Sand 4900 4x2	Work on plow updates
67	Nicholas	Taormino	10/28/2014	Public Safety Vehicle Repair	1.00	124	Police Vehicle	Pick up from dealer
68	Aaron	Schilling	10/29/2014	Street Vehicle Maintenance	0.50	29	Tool Cat Utility Vehicle	Black dirt for driveay approach Janesville St
67	Nicholas	Taormino	10/29/2014	Street Vehicle Maintenance	8.00	5	IH 4900 4x2 Dump/Plow/Sand	Work on plow update
67	Nicholas	Taormino	10/30/2014	Street Vehicle Maintenance	1.00	29	Tool Cat Utility Vehicle	Fix leak in belly
59	Donald	Zimmerman	10/30/2014	Street Vehicle Maintenance	1.50	15	Chevrolet Silverado	Parts run
59	Donald	Zimmerman	10/30/2014	Parks Vehicle Maintenance	1.00	15	Chevrolet Silverado	Flat tire
59	Donald	Zimmerman	10/30/2014	Street Vehicle Maintenance	1.50	29	Tool Cat Utility Vehicle	Mow
67	Nicholas	Taormino	11/3/2014	Street Vehicle Maintenance	3.50	12	IH7400 DT466 Dump/Plow/Sand	Repairs
67	Nicholas	Taormino	11/3/2014	Public Safety Vehicle Repair	1.00	122	Squad Car	Service, inspect, tires
67	Nicholas	Taormino	11/3/2014	Street Vehicle Maintenance	4.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Repairs
67	Nicholas	Taormino	11/3/2014	Public Safety Vehicle Repair	0.50	127	Squad Car	Battery Change
59	Donald	Zimmerman	11/4/2014	Street Vehicle Maintenance	1.00			Work on brine truck
67	Nicholas	Taormino	11/4/2014	Street Vehicle Maintenance	2.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Repairs
67	Nicholas	Taormino	11/4/2014	Public Safety Vehicle Repair	1.00	122	Squad Car	Pick up tires
67	Nicholas	Taormino	11/4/2014	Street Vehicle Maintenance	4.00	9	IH 4900 4x2 Dump/Plow/Sand	Assemble spray bar anc inspect
59	Donald	Zimmerman	11/5/2014	Street Vehicle Maintenance	1.00	10	IH 7400 6x4 Patrol Truck	Work on #10



Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	11/5/2014	Street Vehicle Maintenance	6.00	10	IH 7400 6x4 Patrol Truck	Check over and get ready for plow
59	Donald	Zimmerman	11/6/2014	Street Vehicle Maintenance	1.00	52	IH7400 DT466 Dump/Plow/Sand	Work on truck
67	Nicholas	Taormino	11/6/2014	Street Vehicle Maintenance	7.00	52	IH7400 DT466 Dump/Plow/Sand	Check over and service
67	Nicholas	Taormino	11/6/2014	Street Vehicle Maintenance	1.00	4	GMC W-4 Dump (Dumbo) 1-1/2 Ton	reweld arm for snout
67	Nicholas	Taormino	11/10/2014	Street Vehicle Maintenance	7.00	28	Ford Fusion (pd)	change tires, service, touchup
67	Nicholas	Taormino	11/11/2014	Public Safety Vehicle Repair	3.00	122	Squad Car	Change tires
67	Nicholas	Taormino	11/11/2014	Public Safety Vehicle Repair	2.50	127	Squad Car	Change tires to winter
67	Nicholas	Taormino	11/11/2014	Street Vehicle Maintenance	2.50	21	Case Laoder 621F	Fix If tire
67	Nicholas	Taormino	11/11/2014	Public Safety Vehicle Repair	1.00	125	Squad Car	Change to winter tires
67	Nicholas	Taormino	11/12/2014	Public Safety Vehicle Repair	0.50	125	Squad Car	Finish winter tires
67	Nicholas	Taormino	11/12/2014	Street Vehicle Maintenance	1.00			Check over brine pump
67	Nicholas	Taormino	11/13/2014	Public Safety Vehicle Repair	1.00	124	Police Vehicle	Drop at dealer and pickup
67	Nicholas	Taormino	11/13/2014	Street Vehicle Maintenance	4.50	29	Tool Cat Utility Vehicle	install sander and snow blower
67	Nicholas	Taormino	11/13/2014	Public Safety Vehicle Repair	0.50	127	Squad Car	Check power steering
67	Nicholas	Taormino	11/13/2014	Street Vehicle Maintenance	1.00			Enter fuel
67	Nicholas	Taormino	11/13/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts rukn Bobcat and Northland
101	Mathew	Duoss	11/13/2014	Street Vehicle Maintenance	8.00			Help Nick in shop
67	Nicholas	Taormino	11/14/2014	Street Vehicle Maintenance	1.00	10	IH 7400 6x4 Patrol Truck	Add plow and fill with salt
101	Mathew	Duoss	11/14/2014	Street Vehicle Maintenance	2.00			Put guards on plow trucks
67	Nicholas	Taormino	11/14/2014	Street Vehicle Maintenance	2.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Install sander, wing, and fill sand

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	11/14/2014	Street Vehicle Maintenance	1.00	19	IHC Dump/Plow/Sand 4900 4x2	Install wing and fill sand
67	Nicholas	Taormino	11/17/2014	Street Vehicle Maintenance	3.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Fix alternator, batteries, batt box
67	Nicholas	Taormino	11/17/2014	Street Vehicle Maintenance	3.00	16	IHC Dump/Plow/Sand 4900 4x2	Fix lights and spinners
67	Nicholas	Taormino	11/18/2014	Street Vehicle Maintenance	1.00			Enter furl
67	Nicholas	Taormino	11/18/2014	Street Vehicle Maintenance	1.50	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Finish Batt Box repairs
59	Donald	Zimmerman	11/18/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run Fagan
63	Ward	Edwardson	11/20/2014	Stormwater Equipment Maintenance	1.00	6	Isuza W-4 Dump 1-1/2 Ton	Clean out leaves
59	Donald	Zimmerman	11/20/2014	Street Vehicle Maintenance	3.00	15	Chevrolet Silverado	Look at new equipment
101	Mathew	Duoss	11/21/2014	Street Vehicle Maintenance	2.00	17	Chevy Boom Truck	Mirror Repair
71	Paul	Smith	11/21/2014	Street Vehicle Maintenance	1.00	10	IH 7400 6x4 Patrol Truck	Get plow trucks ready
68	Aaron	Schilling	11/21/2014	Street Vehicle Maintenance	0.50	10	IH 7400 6x4 Patrol Truck	Install spinners
60	Ken	Vierck	11/21/2014	Street Vehicle Maintenance	2.00	17	Chevy Boom Truck	Work on
68	Aaron	Schilling	11/24/2014	Street Vehicle Maintenance	1.00	29	Tool Cat Utility Vehicle	Toolcat ready for snow
62	Mike	Griffin	11/24/2014	Stormwater Equipment Maintenance	1.00	23	Elgin Sweeper P-1986-S	Clean sweeper
59	Donald	Zimmerman	11/25/2014	Street Vehicle Maintenance	1.00	52	IH7400 DT466 Dump/Plow/Sand	Wash
67	Nicholas	Taormino	12/1/2014	Stormwater Equipment Maintenance	4.00	4	GMC W-4 Dump (Dumbo) 1-1/2 Ton	Remove snout, fix door handle, light
59	Donald	Zimmerman	12/1/2014	Stormwater Equipment Maintenance	1.50	26	John Deere 410 J Back Hoe	Take leaf vac apart
67	Nicholas	Taormino	12/1/2014	Street Vehicle Maintenance	2.00			Enter fuel
67	Nicholas	Taormino	12/1/2014	Street Vehicle Maintenance	1.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Order Parts

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
63	Ward	Edwardson	12/1/2014	Stormwater Equipment Maintenance	2.50	4	GMC W-4 Dump (Dumbo) 1-1/2 Ton	Take apart snout
62	Mike	Griffin	12/2/2014	Street Vehicle Maintenance	2.00	31	Trailer-Haulmark 7'x14'	Work on safety trailer
67	Nicholas	Taormino	12/2/2014	Public Safety Vehicle Repair	1.00	124	Police Vehicle	Troubleshoot gun lock
67	Nicholas	Taormino	12/2/2014	Street Vehicle Maintenance	1.00	10	IH 7400 6x4 Patrol Truck	Install new tarp motor
67	Nicholas	Taormino	12/2/2014	Stormwater Equipment Maintenance	1.00	4	GMC W-4 Dump (Dumbo) 1-1/2 Ton	Finish repairs
59	Donald	Zimmerman	12/2/2014	Street Vehicle Maintenance	1.00	10	IH 7400 6x4 Patrol Truck	Work on
59	Donald	Zimmerman	12/2/2014	Wastewater Vehicle Maintenance	1.00	26	John Deere 410 J Back Hoe	Work on Vac Truck
59	Donald	Zimmerman	12/3/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run Northland
67	Nicholas	Taormino	12/3/2014	Public Safety Vehicle Repair	1.00	125	Squad Car	Test drive and check heater
67	Nicholas	Taormino	12/3/2014	Wastewater Vehicle Maintenance	2.50	20	IHC 7400 Hi-Vac Truck (Sewer)	Remove door cylinder for repair
59	Donald	Zimmerman	12/3/2014	Wastewater Vehicle Maintenance	1.00	20	IHC 7400 Hi-Vac Truck (Sewer)	Work on
59	Donald	Zimmerman	12/3/2014	Street Vehicle Maintenance	0.50	15	Chevrolet Silverado	Tires to Pumps
67	Nicholas	Taormino	12/3/2014	Street Vehicle Maintenance	0.50	3	Ford Pick UP-Flat Bed	Order Parts
67	Nicholas	Taormino	12/4/2014	Street Vehicle Maintenance	2.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Work on repairs
67	Nicholas	Taormino	12/4/2014	Street Vehicle Maintenance	1.00	5	IH 4900 4x2 Dump/Plow/Sand	Fix beacon on dump body
67	Nicholas	Taormino	12/4/2014	Street Vehicle Maintenance	1.50	34	Woods 4' Mower	Repair
67	Nicholas	Taormino	12/4/2014	Street Vehicle Maintenance	0.50	3	Ford Pick UP-Flat Bed	Fix light and wiring
67	Nicholas	Taormino	12/8/2014	Public Safety Vehicle Repair	1.00	122	Squad Car	Repair headlights
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	0.50	12	IH7400 DT466 Dump/Plow/Sand	Order sander parts

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	1.00	5	IH 4900 4x2 Dump/Plow/Sand	Fix hoses on sander
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	2.50	34	Woods 4' Mower	Fix drive axel seal
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	0.50	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Install visor
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run
67	Nicholas	Taormino	12/8/2014	Street Vehicle Maintenance	1.00			Enter fu
60	Ken	Vierck	12/9/2014	Street Vehicle Maintenance	8.00			Clean up vehicles
67	Nicholas	Taormino	12/9/2014	Street Vehicle Maintenance	1.50	56	Bandit Chipper 250	Service and check over
67	Nicholas	Taormino	12/9/2014	Street Vehicle Maintenance	4.00	21	Case Laoder 621F	Prep for sale
60	Ken	Vierck	12/10/2014	Street Vehicle Maintenance	8.00	29	Tool Cat Utility Vehicle	Clean Up Vehicles
67	Nicholas	Taormino	12/10/2014	Street Vehicle Maintenance	2.00	30	Ford Focus (City Hall)	Oil change and brakes
67	Nicholas	Taormino	12/10/2014	Street Vehicle Maintenance	2.00	21	Case Laoder 621F	Remove decals
67	Nicholas	Taormino	12/10/2014	Street Vehicle Maintenance	2.00	8	IH 4900 4x2 Dump/Plow/Sand (Oct)	Wash
67	Nicholas	Taormino	12/10/2014	Street Vehicle Maintenance	1.00	21	Case Laoder 621F	Take delivery of new loader
67	Nicholas	Taormino	12/11/2014	Street Vehicle Maintenance	1.00	21	Case Laoder 621F	Install Strobe
67	Nicholas	Taormino	12/11/2014	Street Vehicle Maintenance	2.00	15	Chevrolet Silverado	Pick up parts and quict tach
67	Nicholas	Taormino	12/11/2014	Street Vehicle Maintenance	5.00	21	Case Laoder 621F	Rework to fit loader
67	Nicholas	Taormino	12/12/2014	Street Vehicle Maintenance	6.50	21	Case Laoder 621F	Rework pusher for new loader
60	Ken	Vierck	12/12/2014	Street Vehicle Maintenance	8.00			Work on snow pusher
67	Nicholas	Taormino	12/15/2014	Street Vehicle Maintenance	7.00	21	Case Laoder 621F	Fab pusher box and paint
67	Nicholas	Taormino	12/15/2014	Public Safety Vehicle Repair	1.00	123	Squad Car	Move computer from 127 to 123
62	Mike	Griffin	12/16/2014	Water Vehicle Maintenance	1.00	2	Chevy W4500	Clean truck
67	Nicholas	Taormino	12/16/2014	Wastewater Vehicle Maintenance	1.00	20	IHC 7400 Hi-Vac Truck (Sewer)	Start install of new tailgatre cylinder

Emp #	Name		Date	Description	Hours	Veh #	Description	Notes
67	Nicholas	Taormino	12/16/2014	Street Vehicle Maintenance	2.00	21	Case Laoder 621F	Start fab on plow
67	Nicholas	Taormino	12/16/2014	Street Vehicle Maintenance	5.00	21	Case Laoder 621F	Finish pusher box
66	Stephen	Murphy	12/17/2014	Street Vehicle Maintenance	2.00	3	Ford Pick UP-Flat Bed	Work on loader
67	Nicholas	Taormino	12/17/2014	Public Safety Vehicle Repair	2.00	122	Squad Car	Oil Chande 122, 123
67	Nicholas	Taormino	12/17/2014	Wastewater Vehicle Maintenance	1.50	20	IHC 7400 Hi-Vac Truck (Sewer)	Install tailgate cylinder
67	Nicholas	Taormino	12/17/2014	Street Vehicle Maintenance	3.50	21	Case Laoder 621F	Fab snow plow
67	Nicholas	Taormino	12/17/2014	Street Vehicle Maintenance	1.00	20	IHC 7400 Hi-Vac Truck (Sewer)	Skid Steer meeting
67	Nicholas	Taormino	12/18/2014	Street Vehicle Maintenance	1.00	17	Chevy Boom Truck	Assist with windsheild install
62	Mike	Griffin	12/18/2014	Water Vehicle Maintenance	3.00	31	Trailer-Haulmark 7'x14'	Fire Extinguishers
67	Nicholas	Taormino	12/18/2014	Street Vehicle Maintenance	6.00	21	Case Laoder 621F	Fab snow plow
67	Nicholas	Taormino	12/19/2014	Street Vehicle Maintenance	8.00	21	Case Laoder 621F	Work on plow
62	Mike	Griffin	12/19/2014	Water Vehicle Maintenance	2.00	2	Chevy W4500	Clean truck and safety trailer
59	Donald	Zimmerman	12/22/2014	Street Vehicle Maintenance	5.00	15	Chevrolet Silverado	Work on plow
67	Nicholas	Taormino	12/22/2014	Street Vehicle Maintenance	8.00	21	Case Laoder 621F	Finish plow and start plumbing
59	Donald	Zimmerman	12/23/2014	Street Vehicle Maintenance	2.00	21	Case Laoder 621F	Work on plow
67	Nicholas	Taormino	12/23/2014	Street Vehicle Maintenance	7.00	21	Case Laoder 621F	Finish plow and test
67	Nicholas	Taormino	12/23/2014	Street Vehicle Maintenance	1.00	15	Chevrolet Silverado	Parts run
62	Mike	Griffin	12/23/2014	Water Vehicle Maintenance	3.00	31	Trailer-Haulmark 7'x14'	
67	Nicholas	Taormino	12/26/2014	Street Vehicle Maintenance	1.00	21	Case Laoder 621F	Wash
67	Nicholas	Taormino	12/26/2014	Public Safety Vehicle Repair	1.00	123	Squad Car	Install new headlights
67	Nicholas	Taormino	12/26/2014	Street Vehicle Maintenance	2.00	13	Ford Crown Victoria (HR)	Chg oil and rotate tires
67	Nicholas	Taormino	12/26/2014	Street Vehicle Maintenance	2.00	17	Chevy Boom Truck	Check over and order parts



a community since 1838  
**OFFICE OF THE CITY ADMINISTRATOR**  
**MEMORANDUM**

**To:** Public Works Committee  
Mayor Brett Frazier and Common Council  
**From:** City Administrator Alan Hulick  
**Date:** Agenda Review – January 6, 2015

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**Agenda Item #6 Discussion and possible action regarding the Public Works Department Summer Schedule**

**Submitting Staff Member:** Howard Robinson, Director of Public Works

**Recommended Action:** To recommend the Public Works Department to utilize summer scheduling as presented.

**Description:** The Public Works Department would like to switch to a revised work schedule starting Monday, April 6th. We started a revised work schedule a few years ago. The change results in less travel time and what appears to be greater efficiency in job completion. The Public Works employees like the summer/fall schedule.

The schedule would start on Monday April 6 and run until the Monday after Thanksgiving.

- Monday -Thursday 6:30-3:30 (9 hours) Friday 6:30-10:30 (4 hours).
- Weekend work would be 6:30-11:00. This schedule works out to 40 hours per week.
- On Memorial Day and Labor Day weeks they would work an extra hour, until 11:30, on Friday.
- For the 4<sup>th</sup> of July, they would work until 11:30 on July 2nd.
- On Thanksgiving week, they would work until 12:30 on Wednesday.

The holidays are scheduled this way to make up for the difference between the 8 hours allotted for holidays, instead of 9. This ensures that DPW workers would get the same hours off as other departments for holidays. Other PTO and personal holidays, etc. would be used per hour. Each employee has PTO time to cover these hours.

I am requesting this early in the year so employees can schedule their PTO hours.

**Attachments:** None.

**Agenda Item # ? Discussion and possible action regarding Gateway Drive Storm Sewer Improvements**

**Submitting Staff Member:** Howard Robinson, Director of Public Works

**Recommended Action:** Approve GMS as contractor for Gateway Drive Storm Sewer Improvements.

**Description:** Bids for this work were opened on December 18, 2014. The bid amounts and a list of contractors is attached. This work includes the installation of storm sewer to provide drainage in the east industrial area at Gateway Drive. The storm sewer will drain to the existing city owned basin south of the Ott Schweitzer building and east of the proposed Kwik Trip location. Baxter & Woodman have reviewed the bids. GMS is the low bid contractor. They have worked for the city on previous projects. This project is required to be completed by March 31, 2015. This will allow the city project to be complete before possible Kwik Trip construction begins.

**Attachments:** Bidding Documents provided by Baxter and Woodman

**Agenda Item # ? Discussion and possible action regarding fire system maintenance contract for Municipal Building.**

**Submitting Staff Member:** Howard Robinson, Director of Public Works

**Recommended Action:** To approve 5 year contract from H&H Fire and Security for maintenance to Municipal Building fire alarm system.

**Description:** H&H Fire and Security has presented us with a contract for an annual inspection and test for the Municipal Building. We are required to do a maintenance check each year by state codes. By accepting their contract, the manufacturer will extend the warranty of the fire alarm system to 5 years (currently good through July 2015). The contract is for 5 years at \$720 annually for a total of \$3,600.00. They are the company that installed the current system. We do not have anyone on staff who can perform this work.

**Attachments:** H& H Fire & Security Fire Contact

**Agenda Item # ? Discussion and possible action regarding key fob software contract for Municipal Building.**

**Submitting Staff Member:** Howard Robinson, Director of Public Works

**Recommended Action:**

**Description:** H&H Fire & Security has presented us with a contract for annual software support for the key fob system for the Municipal Building. Contract includes software updates and testing for \$1,515.00 per year. This contract is for a period from 7/21/2014 to 7/20/2015. This does not include equipment maintenance. They are the company that installed the current system. We do not have anyone on staff who can perform this work.

**Attachments:** H&H Fire and Security Key Fob System Software Support Agreement

**Agenda Item # ? Baxter & Woodman Contract**

**Submitting Staff Member:** Howard Robinson, Director of Public Works

**Recommended Action:** Approve work order from Baxter & Woodman for work not to exceed \$14,000 for continued Engineering Services for 2015.

**Description:** Staff has no issues with Baxter & Woodman as the provider of engineering services and wishes to continue in 2015.

**Attachments:** 2015 Engineering Work Order



December 22, 2014

Mayor and Common Council  
City of Milton  
430 East High Street, Suite 3  
Milton, WI 53563

Subject: City of Milton – Gateway Drive Storm Sewer Improvements

Dear Mayor and Council Members:

The following bids were received and publically read on December 18, 2014, at 11:00 A.M., for the subject Project. The bid opening was conducted at the City Municipal Building, 710 South Janesville Street.

Bidder	Total Base Bid	Total Bid (including alternates)
G.M.S Excavators, Inc.	\$87,886.00	\$102,670.00
Mike Nehls Excavating	\$87,958.45	\$104,352.25 **
Fanning Excavating, Inc.	\$92,379.55	\$109,737.16
RT Fox Contractors	\$96,906.00	\$114,526.00
Maddrell Excavating, LLC	\$92,450.00	\$117,650.00 **
Woleske Construction	\$93,898.00	\$117,882.00
Rock Road, Inc.	\$122,919.69	\$144,518.69
The Wanasek Corp.	\$124,750.00	\$149,114.00
Valia Excavating, LLC	\$134,688.00	\$151,268.00 **
E&N Hughes Co. Inc.	\$133,957.70	\$156,516.50
Iverson Construction, LLC	\$162,126.56	\$190,206.96

\*\* A mathematical error was found within this bid. The corrected total is shown.

We have analyzed the bids and find G.M.S. Excavators to be the lowest responsive and responsible bidder. The original bidding documents from each bidder were provided to the City December 19, 2014. Enclosed is a copy of the Bid Tabulation. Please advise us of your decision.

Sincerely,

BAXTER & WOODMAN, INC.  
CONSULTING ENGINEERS

A handwritten signature in blue ink, appearing to read "Mark E. Langer".

Mark E. Langer, P.E.

Enc. Bid tabulation

C: Howard Robinson  
Elena Berg

		ENGINEER'S ESTIMATE			GMS EXCAVATORS		MIKE NEHLS		FANNING EXCAVATING INC.		RT FOX	
No.	Pay Item	Approximate Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
GATEWAY DRIVE STORM SEWER												
1	STORM SEWER (OPEN CUT)											
	42-INCH	429 LF	\$ 102.00	\$ 43,758.00	\$ 87.00	\$ 37,323.00	\$ 90.00	\$ 38,610.00	\$ 83.90	\$ 35,993.10	\$ 105.00	\$ 45,045.00
	36-INCH	206 LF	\$ 100.00	\$ 20,600.00	\$ 72.00	\$ 14,832.00	\$ 80.00	\$ 16,480.00	\$ 71.15	\$ 14,656.90	\$ 95.00	\$ 19,570.00
2	STORM MANHOLE											
	9' DIAMETER	1 EACH	\$ 6,000.00	\$ 6,000.00	\$ 6,900.00	\$ 6,900.00	\$ 6,500.00	\$ 6,500.00	\$ 9,691.45	\$ 9,691.45	\$ 8,000.00	\$ 8,000.00
	6' DIAMETER	2 EACH	\$ 3,500.00	\$ 7,000.00	\$ 2,600.00	\$ 5,200.00	\$ 3,327.00	\$ 6,654.00	\$ 4,056.00	\$ 8,112.00	\$ 3,000.00	\$ 6,000.00
3	APRON ENDWALL											
	42-INCH	1 EACH	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00	\$ 2,400.00	\$ 3,196.00	\$ 3,196.00	\$ 2,154.90	\$ 2,154.90	\$ 2,500.00	\$ 2,500.00
4	REMOVE EXISTING STORM SEWER											
	24-INCH RCP	60 LF	\$ 25.00	\$ 1,500.00	\$ 8.00	\$ 480.00	\$ 16.00	\$ 960.00	\$ 17.15	\$ 1,029.00	\$ 20.00	\$ 1,200.00
5	CONNECTION OF EXISTING SEWERS AT NEW STRUCTURES											
	24-inch	1 EACH	\$ 500.00	\$ 500.00	\$ 1,100.00	\$ 1,100.00	\$ 1,500.00	\$ 1,500.00	\$ 1,275.35	\$ 1,275.35	\$ 1,000.00	\$ 1,000.00
6	BACKFILLING WITH GRANULAR MATERIALS											
		250 LF	\$ 10.00	\$ 2,500.00	\$ 6.00	\$ 1,500.00	\$ 14.00	\$ 3,500.00	\$ 11.20	\$ 2,800.00	\$ 1.00	\$ 250.00
7	TELEVSING OF STORM SEWER FOR FINAL INSPECTION											
		691 LF	\$ 2.00	\$ 1,382.00	\$ 1.00	\$ 691.00	\$ 1.45	\$ 1,001.95	\$ 6.15	\$ 4,249.65	\$ 1.00	\$ 691.00
8	EROSION CONTROL											
	Inlet Protection Filters	6 EACH	\$ 150.00	\$ 900.00	\$ 150.00	\$ 900.00	\$ 100.00	\$ 600.00	\$ 72.10	\$ 432.60	\$ 50.00	\$ 300.00
	Tracking Pad	1 EACH	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,750.00	\$ 1,750.00	\$ 385.00	\$ 385.00	\$ 500.00	\$ 500.00
9	HEAVY RIP RAP	11 CY	\$ 200.00	\$ 2,200.00	\$ 100.00	\$ 1,100.00	\$ 100.00	\$ 1,100.00	\$ 71.60	\$ 787.60	\$ 50.00	\$ 550.00
10	UTILITY PAVEMENT RESTORATION											
	PCC Sidewalk	1200 SF	\$ 5.00	\$ 6,000.00	\$ 7.00	\$ 8,400.00	\$ 2.95	\$ 3,540.00	\$ 4.45	\$ 5,340.00	\$ 7.00	\$ 8,400.00
11	LAWN RESTORATION	1900 SY	\$ 4.00	\$ 7,600.00	\$ 2.40	\$ 4,560.00	\$ 1.35	\$ 2,565.00	\$ 2.88	\$ 5,472.00	\$ 1.00	\$ 1,900.00
12	TRAFFIC CONTROL AND PROTECTION	1 LS	\$ 1,460.00	\$ 1,460.00	\$ 2,000.00	\$ 2,000.00	\$ 1.50	\$ 1.50	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
BASE BID TOTAL				\$ 103,600.00		\$ 87,886.00		\$ 87,958.45		\$ 92,379.55		\$ 96,906.00
ALTERNATE NO. 1												
1	STORM SEWER (OPEN CUT)											
	30-INCH	52 LF	\$ 90.00	\$ 4,680.00	\$ 64.00	\$ 3,328.00	\$ 68.70	\$ 3,572.40	\$ 85.30	\$ 4,435.60	\$ 100.00	\$ 5,200.00
2	STORM MANHOLE											
	5' DIAMETER	1 EACH	\$ 2,500.00	\$ 2,500.00	\$ 1,800.00	\$ 1,800.00	\$ 2,735.00	\$ 2,735.00	\$ 2,399.15	\$ 2,399.15	\$ 2,000.00	\$ 2,000.00
3	PIPE INSULATION	32 LF	\$ 5.00	\$ 160.00	\$ 8.00	\$ 256.00	\$ 15.00	\$ 480.00	\$ 18.33	\$ 586.56	\$ 10.00	\$ 320.00
4	ABANDON EXISTING UTILITIES											
	Water Service	1 EACH	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 422.45	\$ 422.45	\$ 1,500.00	\$ 1,500.00
	Sanitary Lateral	1 EACH	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 456.25	\$ 456.25	\$ 1,000.00	\$ 1,000.00
5	UTILITY PAVEMENT RESTORATION											
	HMA Pavement	120 SY	\$ 40.00	\$ 4,800.00	\$ 45.00	\$ 5,400.00	\$ 44.22	\$ 5,306.40	\$ 64.15	\$ 7,698.00	\$ 30.00	\$ 3,600.00
	Curb and Gutter	40 LF	\$ 42.00	\$ 1,680.00	\$ 50.00	\$ 2,000.00	\$ 57.50	\$ 2,300.00	\$ 23.69	\$ 947.60	\$ 50.00	\$ 2,000.00
6	TRAFFIC CONTROL AND PROTECTION	1 LS	\$ 580.00	\$ 580.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 412.00	\$ 412.00	\$ 2,000.00	\$ 2,000.00
ALTERNATE NO. 1 TOTAL				\$ 16,400.00		\$ 14,784.00		\$ 16,393.80		\$ 17,357.61		\$ 17,620.00
TOTAL BID				\$ 120,000.00		\$ 102,670.00		\$ 104,352.25		\$ 109,737.16		\$ 114,526.00

MADDRELL EXCAVATING LLC		WOLESKE CONSTRUCTION		ROCK ROAD, INC.		THE WANASEK CORP		VALIA EXCAVATING LLC		E&N HUGHES CO. INC.		IVERSON CONSTRUCTION LLC	
Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
\$ 83.00	\$ 35,607.00	\$ 98.00	\$ 42,042.00	\$ 117.00	\$ 50,193.00	\$ 115.00	\$ 49,335.00	\$ 135.00	\$ 57,915.00	\$ 127.90	\$ 54,869.10	\$ 163.04	\$ 69,944.16
\$ 75.00	\$ 15,450.00	\$ 94.00	\$ 19,364.00	\$ 92.00	\$ 18,952.00	\$ 90.00	\$ 18,540.00	\$ 105.00	\$ 21,630.00	\$ 119.30	\$ 24,575.80	\$ 127.90	\$ 26,347.40
\$ 2,260.00	\$ 2,260.00	\$ 4,000.00	\$ 4,000.00	\$ 9,800.00	\$ 9,800.00	\$ 9,600.00	\$ 9,600.00	\$ 7,500.00	\$ 7,500.00	\$ 8,867.00	\$ 8,867.00	\$ 8,750.00	\$ 8,750.00
\$ 4,600.00	\$ 9,200.00	\$ 2,500.00	\$ 5,000.00	\$ 4,100.00	\$ 8,200.00	\$ 4,200.00	\$ 8,400.00	\$ 6,000.00	\$ 12,000.00	\$ 3,942.00	\$ 7,884.00	\$ 5,775.00	\$ 11,550.00
\$ 2,200.00	\$ 2,200.00	\$ 3,000.00	\$ 3,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 3,649.00	\$ 3,649.00	\$ 5,225.00	\$ 5,225.00
\$ 15.00	\$ 900.00	\$ 5.00	\$ 300.00	\$ 20.00	\$ 1,200.00	\$ 15.00	\$ 900.00	\$ 22.00	\$ 1,320.00	\$ 29.20	\$ 1,752.00	\$ 30.00	\$ 1,800.00
\$ 1,800.00	\$ 1,800.00	\$ 2,000.00	\$ 2,000.00	\$ 1,165.00	\$ 1,165.00	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 1,283.00	\$ 1,283.00	\$ 1,500.00	\$ 1,500.00
\$ 10.00	\$ 2,500.00	\$ 4.00	\$ 1,000.00	\$ 14.70	\$ 3,675.00	\$ 20.00	\$ 5,000.00	\$ 30.00	\$ 7,500.00	\$ 11.70	\$ 2,925.00	\$ 17.50	\$ 4,375.00
\$ 3.00	\$ 2,073.00	\$ 2.00	\$ 1,382.00	\$ 5.59	\$ 3,862.69	\$ 10.00	\$ 6,910.00	\$ 3.00	\$ 2,073.00	\$ 6.30	\$ 4,353.30	\$ 5.00	\$ 3,455.00
\$ 100.00	\$ 600.00	\$ 100.00	\$ 600.00	\$ 80.00	\$ 480.00	\$ 45.00	\$ 270.00	\$ 100.00	\$ 600.00	\$ 110.00	\$ 660.00	\$ 75.00	\$ 450.00
\$ 800.00	\$ 800.00	\$ 400.00	\$ 400.00	\$ 800.00	\$ 800.00	\$ 1,015.00	\$ 1,015.00	\$ 1,500.00	\$ 1,500.00	\$ 1,010.00	\$ 1,010.00	\$ 1,250.00	\$ 1,250.00
\$ 60.00	\$ 660.00	\$ 40.00	\$ 440.00	\$ 112.00	\$ 1,232.00	\$ 80.00	\$ 880.00	\$ 50.00	\$ 550.00	\$ 67.50	\$ 742.50	\$ 105.00	\$ 1,155.00
\$ 6.00	\$ 7,200.00	\$ 3.00	\$ 3,600.00	\$ 6.64	\$ 7,968.00	\$ 5.00	\$ 6,000.00	\$ 6.00	\$ 7,200.00	\$ 7.30	\$ 8,760.00	\$ 10.00	\$ 12,000.00
\$ 3.00	\$ 5,700.00	\$ 1.00	\$ 1,900.00	\$ 3.48	\$ 6,612.00	\$ 7.00	\$ 13,300.00	\$ 5.00	\$ 9,500.00	\$ 3.00	\$ 5,700.00	\$ 6.75	\$ 12,825.00
\$ 5,500.00	\$ 5,500.00	\$ 8,870.00	\$ 8,870.00	\$ 6,080.00	\$ 6,080.00	\$ 600.00	\$ 600.00	\$ -	\$ -	\$ 6,927.00	\$ 6,927.00	\$ 1,500.00	\$ 1,500.00
\$ 92,450.00		\$ 93,898.00		\$ 122,919.69		\$ 124,750.00		\$ 134,688.00		\$ 133,957.70		\$ 162,126.56	
\$ 90.00	\$ 4,680.00	\$ 80.00	\$ 4,160.00	\$ 84.00	\$ 4,368.00	\$ 130.00	\$ 6,760.00	\$ 100.00	\$ 5,200.00	\$ 108.00	\$ 5,616.00	\$ 115.20	\$ 5,990.40
\$ 3,900.00	\$ 3,900.00	\$ 6,000.00	\$ 6,000.00	\$ 2,600.00	\$ 2,600.00	\$ 2,500.00	\$ 2,500.00	\$ 2,400.00	\$ 2,400.00	\$ 3,364.00	\$ 3,364.00	\$ 3,138.00	\$ 3,138.00
\$ 10.00	\$ 320.00	\$ 2.00	\$ 64.00	\$ 8.00	\$ 256.00	\$ 7.00	\$ 224.00	\$ 40.00	\$ 1,280.00	\$ 10.90	\$ 348.80	\$ 12.00	\$ 384.00
\$ 1,100.00	\$ 1,100.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00	\$ 2,100.00	\$ 2,100.00	\$ 700.00	\$ 700.00	\$ 1,241.00	\$ 1,241.00	\$ 950.00	\$ 950.00
\$ 2,300.00	\$ 2,300.00	\$ 500.00	\$ 500.00	\$ 1,650.00	\$ 1,650.00	\$ 2,100.00	\$ 2,100.00	\$ 700.00	\$ 700.00	\$ 1,299.00	\$ 1,299.00	\$ 1,030.00	\$ 1,030.00
\$ 65.00	\$ 7,800.00	\$ 58.00	\$ 6,960.00	\$ 62.00	\$ 7,440.00	\$ 74.00	\$ 8,880.00	\$ 35.00	\$ 4,200.00	\$ 71.65	\$ 8,598.00	\$ 88.80	\$ 10,656.00
\$ 40.00	\$ 1,600.00	\$ 45.00	\$ 1,800.00	\$ 69.00	\$ 2,760.00	\$ 20.00	\$ 800.00	\$ 40.00	\$ 1,600.00	\$ 34.50	\$ 1,380.00	\$ 54.55	\$ 2,182.00
\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 925.00	\$ 925.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 712.00	\$ 712.00	\$ 3,750.00	\$ 3,750.00
\$ 25,200.00		\$ 23,984.00		\$ 21,599.00		\$ 24,364.00		\$ 16,580.00		\$ 22,558.80		\$ 28,080.40	
\$ 117,650.00		\$ 117,882.00		\$ 144,518.69		\$ 149,114.00		\$ 151,268.00		\$ 156,516.50		\$ 190,206.96	



FIRE ALARM | SECURITY  
VIDEO | NURSE CALL

Date: November 21, 2014

## *Proposal*

To: Elena Berg

Re: Milton Police & Administration Building  
Fire Alarm Inspection and Test  
Proposal # 112114a

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H&H Fire & Security is pleased to present the following five year proposal for an annual fire alarm inspection and test (I&T) for Milton Police & Administrative Building in Milton, WI. All work shall be performed by factory trained and NICET certified technicians. A 5 year equipment warranty will be provided by the fire alarm manufacturer, Fike, if the I&T contract is maintained with H&H Fire & Security for the duration of the 5 years after initial installation.

### **Description of Work:**

- Provide one annual inspection and test in accordance with the state and local codes.
- A complete NFPA test report will be provided upon completion, utilizing Building Reports an online inspection and compliance reporting system. All addressable devices will be bar coded and logged with the Building Reports system.
- Detector cleaning will be provided as necessary.
- Additional end user refresher training can also be provided the day of the inspection.

### **Notes:**

1. Work shall be performed during normal business hours. H&H Fire and Security will schedule the dates of the inspection at least two weeks prior to the inspection.
2. The warranty does not include damage due to system misuse, fire, storm, flood, or Act of God.

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We hereby propose to furnish material and labor in accordance with the above, for the sum of:

<b>Year One</b>	<b>\$720.00</b> - invoiced annually upon completion
<b>Year Two</b>	<b>\$720.00</b> - invoiced annually upon completion
<b>Year Three</b>	<b>\$720.00</b> - invoiced annually upon completion
<b>Year Four</b>	<b>\$720.00</b> - invoiced annually upon completion
<b>Year Five</b>	<b>\$720.00</b> - invoiced annually upon completion

Total Five Year Agreement \$3,600.00

**Contract Terms 7/21/2014 to 7/20/2019**

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**Tax:**

Sales and Use tax are not included; taxes will be assessed if applicable with the invoicing of this job.

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**Acceptance of Proposal** – By signing the Proposal or sending a purchase order, Customer acknowledges that it has read, understands and agrees to the terms and conditions attached hereto and incorporated herein. Signing below or sending a purchase order shall constitute acceptance of the terms of this Proposal and attached terms and conditions.

Respectfully Submitted,



Mike Ress, Vice President  
mress@hhfireandsecurity.com

*Date:* \_\_\_\_\_

*Signature:* \_\_\_\_\_



FIRE ALARM | SECURITY  
VIDEO | NURSE CALL

## **WARRANTY**

H&H FIRE AND SECURITY, LLC Life-time Warranty on Quality of Workmanship

### *What is Covered:*

- The system's physical installation performed by authorized H&H FIRE AND SECURITY, LLC personnel.

### *What is Not Covered:*

- Equipment; work performed by others including installation, tampering, alteration, modification, service and maintenance.

## **Equipment**

### *What is Covered:*

- All equipment provided by H&H FIRE AND SECURITY, LLC will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty, not to exceed one year.

### *What is Not Covered:*

- Anything excluded in the manufacturer's warranty.
- Equipment previously serviced by another company.

## **Other Warranty Conditions**

- All H&H FIRE AND SECURITY, LLC warranty related labor is performed during H&H FIRE AND SECURITY, LLC normal business hours. Response time will be handled as a service call and prioritized accordingly
- Shipping and Handling is not covered
- Extended Warranty, Service, and Maintenance contracts which could include 24x7x365 coverage with guaranteed response time are available and supersede all stated warranties. Contact H&H FIRE AND SECURITY, LLC for more information.

## STANDARD TERMS AND CONDITIONS OF SALE

1. **LIMITED WARRANTY.** H&H FIRE AND SECURITY, LLC offers a life-time warranty on the quality of our workmanship. The equipment listed in this proposal will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty. not to exceed one year. This warranty does not cover or extend to defects caused by abuse, misuse, or negligence of or by the Customer, acts of nature, nor does it cover malfunctions or defects experienced subsequent to being serviced by another agency other than H&H FIRE AND SECURITY, LLC.
2. **LIMITATION OF LIABILITY.** Customer agrees that H&H FIRE AND SECURITY, LLC is not an Insurer; that insurance, if any, shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; that H&H FIRE AND SECURITY, LLC makes no guaranty or warranty, Including any Implied warranty of merchantability or fitness that the service supplied will avert or prevent occurrence or that consequences there from which the service is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, maintenance or monitoring service, or the failure of the system to properly operate with resulting loss to customer because of, among other things:
  - A. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched of a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by H&H FIRE AND SECURITY, LLC's failure to perform or by its equipment to operate;
  - D. The nature of services provided varies on an individual project basis;
  - E. H&H FIRE AND SECURITY, LLC does not represent or warrant that the system may not be compromised or circumvented, that the system will prevent any loss by burglary, theft, fire, or otherwise, or that the system will in all cases provide the protection for which it was installed or Intended.
3. **LIMITATION OF WARRANTY, EXCLUSIVE REMEDIES, AND LIABILITIES FOR OTHER DAMAGES.**
  - A. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT, EQUIPMENT, PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED "AS IS." H&H FIRE AND SECURITY, LLC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  - B. The exclusive remedies available in the stated terms and conditions are fair and reasonable. The Customer agrees that the sole and exclusive remedy available is limited to the warranties set forth herein, and the Customer agrees not to assert any other claim for any other damage arising out of this transaction, including, but not limited to, any incidental or consequential damages other than



H&H FIRE AND SECURITY, LLC's responsibility to provide replacement product, whether in contract, tort, negligence, strict liability, statutory or regulatory violation, or any other legal theory.

- C. Time to bring suit. Customer's remedy shall be asserted within one year from delivery of the product. Any action involving a dispute in this contract shall be brought in the state or federal district court located in Madison, Wisconsin.
4. **CONTRACT DELIVERY.** Delivery of equipment not to be installed by H&H FIRE AND SECURITY, LLC shall be F.O.B. at the manufacturer's factory, warehouse, or office selected by H&H FIRE AND SECURITY, LLC. Delivery of equipment agreed in the Proposal to be installed by H&H FIRE AND SECURITY, LLC shall be freight as negotiated in the Proposal document.
  5. **FORCE MAJEURE.** H&H FIRE AND SECURITY, LLC shall not be considered in default of its performance of its obligations hereunder, if performance of such obligations is prevented or delayed by insurmountable circumstances, such as: delay in the production, delivery, supervision or installation of any of the labor and equipment covered hereby if such delay shall be due to one or more of the following causes: fire, strike, labor dispute with workmen, flood and other acts of God, accident, delay in transportation, shortage of fuel, inability to obtain material, war, embargo, demand or requirement of the United States or any governmental or war activity, or any other cause whatsoever beyond the reasonable control of H&H FIRE AND SECURITY, LLC. Time of performance of H&H FIRE AND SECURITY, LLC's obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.
  6. **RETURN GOODS FOR CREDIT, EXCHANGE, OR REPAIR.** Return goods for credit, exchange, or repair cannot be accepted without prior authorization from H&H FIRE AND SECURITY, LLC. Shipments returned without authorization will be refused and returned transportation charges collect. Materials returned in other than the condition specified on the return authorization will be credited on the basis of inspection. A restocking charge of 20% or \$20.00, whichever is greater, will apply to all stock material returned for credit. Credit for returned material will in no case be higher than the cost originally billed.
  7. **DAMAGE OR LOSS.** In case of equipment not to be installed by or under supervision of H&H FIRE AND SECURITY, LLC shall not be liable for damage or loss after delivery of such equipment to the point of shipment. In case of equipment to be installed by or under supervision of H&H FIRE AND SECURITY, LLC, H&H FIRE AND SECURITY, LLC shall not be liable for damage or loss after delivery by the carrier to the site of installation; if thereafter pending installation or completion of installation or full performance by H&H FIRE AND SECURITY, LLC, any such equipment is damaged or destroyed by any cause whatsoever, other than by the fault of H&H FIRE AND SECURITY, LLC, the Customer shall promptly pay or reimburse H&H FIRE AND SECURITY, LLC, in addition to or part from any and all other sums due or to become due, an amount equal to the damage or loss.
  8. **CLAIMS FOR SHORTAGE.** Each shipment shall be examined by the Customer immediately upon his receipt thereof and any claim for shortage or any other cause must be reported to H&H FIRE AND SECURITY, LLC within 10 days after such receipt.
  9. **TAXES.** All taxes, which may be applicable to the merchandise or sale thereof covered by the proposal, will be billed on the invoices. Those agencies or businesses not paying sales tax should submit their exempt or resale number to preclude charges for such tax.
  10. **TERMS OF PAYMENT.** H&H FIRE AND SECURITY, LLC requires the yearly amount be paid following completion of the inspection and test. Payment terms are net 30 days unless otherwise stated. Interest will be assessed at the rate of 1 1/2% per month, minimum of \$.50, against all invoices that are 20 days or more delinquent. Billings will represent actual materials delivered and work completed to date. Inasmuch as title to all merchandise does not pass from H&H FIRE AND SECURITY, LLC until bill payment is received; upon notification 30 days in advance of those accounts 90 days or more

delinquent, H&H FIRE AND SECURITY, LLC may remove from customer's premises all equipment and material listed on the proposal. Furthermore, H&H FIRE AND SECURITY, LLC shall in no way be obligated to restore the premises to its original condition or redecorate same in the event system in part is removed as a result of Customer's default in payment. All labor charges, including those assessed for removal will be due from the Customer. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including attorneys' fees or collection agency's fees, out-of-pocket expenses and Interest. Credit for return merchandise will be made as listed under RETURN GOODS FOR CREDIT, EXCHANGE, and OR REPAIR. H&H FIRE AND SECURITY, LLC reserves the right to restrict the terms of payment or to require full payment prior to time of performance if, in H&H FIRE AND SECURITY, LLC's exclusive opinion, the Customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally proposed In this Agreement.

11. **CLEAN UP.** H&H FIRE AND SECURITY, LLC will perform its own clean up and will not be liable for any cleanup work done by others. Furthermore, Customer agrees that no back charges will be issued and no deductions will be made except for Items clearly defined and agreed to In advance.
12. **OVERTIME.** It is contemplated that any Installation or supervision labor and services proposed in this Agreement to be performed by H&H FIRE AND SECURITY, LLC shall be performed during normal working hours, excluding holidays. If for any reason the Customer requests H&H FIRE AND SECURITY, LLC to furnish any such labor or services outside of such regular working hours, any overtime or other additional expense occasioned thereby shall be billed to and paid by the Customer as an extra.
13. **TERMS OF SALE.** All H&H FIRE AND SECURITY, LLC Proposals, all acceptances of Customer's orders, and all sales by H&H FIRE AND SECURITY, LLC are expressly limited to, and expressly made conditional upon, the Customer's acceptance of and assent to the Standard Terms and Conditions of Sale as set forth herein, notwithstanding receipt of, or acknowledgment of, the Customer's order form or specifications containing additional or different provisions, or conflicting oral representations by any agent or employee of the Company. No waiver, change, or modification of any terms or conditions in the Proposal or document hereof shall be binding on H&H FIRE AND SECURITY, LLC unless made in writing and signed by an authorized H&H FIRE AND SECURITY, LLC General Manager or Corporate Officer.
14. **TIME FOR ACCEPTANCE.** Subject to the provisions regarding price in the paragraphs above. quotations do not continue beyond thirty days and are subject to change or withdrawal at any time by H&H FIRE AND SECURITY, LLC without notice.
15. **EXECUTION.** This Agreement Is an offer to sell and shall become a mutually binding agreement when accepted on the face hereof by the Customer or upon receipt of the Customer's order, and after the executed offer is reviewed and accepted by an officer of H&H FIRE AND SECURITY, LLC for the equipment *and/or* services specified In the proposal. Commencement of work must begin within 60 days of acceptance of the proposal or a mutually agreed upon written agreement as to start date, otherwise pricing contained in the proposal shall be subject to change or withdrawal at any time by H&H FIRE AND SECURITY, LLC without notice.
16. **SUBSTANTIAL PERFORMANCE.** If the Customer has taken delivery of the equipment, allowed it to be Installed on their property, and has beneficial use of the equipment, It shall be assumed that H&H FIRE AND SECURITY, LLC has substantially performed its obligations under this Agreement and H&H FIRE AND SECURITY, LLC should be paid all amounts due on said contract, except a reasonable retainage, not to exceed 10% of the total contract amount. Retainage is due and payable on completion of work per the scope of work for the Proposal.
17. **CHANGES.** If changes occur that cause an Increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, an equitable adjustment shall be made in the

price or delivery schedule, or both, and this order shall be modified in writing accordingly. Field changes can be executed by the use of a change order document referenced by the original contract.

18. **CONSENT AND RELEASE.** H&H FIRE AND SECURITY, LLC reserves the right to disclose for marketing or advertising purposes information respective to the proposal without prior approval.
19. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them, that this Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements, whether oral or written. This Agreement may not be modified or amended in any respect except by a written instrument that specifically states that it is intended as a modification or amendment of this Agreement. This modification or amendment instrument shall not be binding on H&H FIRE AND SECURITY, LLC, unless signed by an H&H FIRE AND SECURITY, LLC General Manager or Corporate Officer authorized to make such revisions and an authorized agent of the Customer.
20. **VALIDITY.** If any term or provision of this Agreement shall to an extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular item or provision held to be invalid, void and unenforceable.
21. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the State of Wisconsin, Circuit Court of Dane County, or the Federal Court of the Western District of Wisconsin, and are subject to Wisconsin Law.
22. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon H&H FIRE AND SECURITY, LLC without its prior written consent by an authorized H&H FIRE AND SECURITY, LLC Corporate Officer.
23. **WAIVER.** Failure or delay on the part of H&H FIRE AND SECURITY, LLC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a *waiver* of any right, power or privilege of this Agreement.
24. **ATTORNEY FEES.** The *prevailing* party in any dispute under this Agreement, whether or not litigation is commenced, shall be entitled to recover from the other party all reasonable attorneys' fees and out-of-pocket costs and expenses incurred by the prevailing party which are associated with resolution of the dispute and which a court of competent jurisdiction determines to be just and reasonable under the circumstances.



FIRE ALARM | SECURITY  
VIDEO | NURSE CALL

Date: November 21, 2014

To: Elena Berg

Re: Milton Police & Administrative Building  
Access Control Software Support Agreement  
Proposal # 112114b

## Proposal

H&H Fire & Security is pleased to present the following one year proposal for an annual software support agreement (SSA) for the access control system at the Milton Police & Administrative Building in Milton, WI.

### Description of Work:

- Update software to the most current version for the access control system
- Functional test all access control doors
- Test all system batteries

### Notes:

1. Work shall be performed during normal business hours.

We hereby propose to furnish material and labor in accordance with the above, for the sum of:

**Price:** \$1,515.00

**Contract Terms** 7/21/2014 to 7/20/2015

### Tax:

Sales and Use tax are not included; taxes will be assessed if applicable with the invoicing of this job.

**Acceptance of Proposal** – By signing the Proposal or sending a purchase order, Customer acknowledges that it has read, understands and agrees to the terms and conditions attached hereto and incorporated herein. Signing below or sending a purchase order shall constitute acceptance of the terms of this Proposal and attached terms and conditions.

Respectfully Submitted,

A handwritten signature in black ink, appearing to be 'Mike Ress'.

Mike Ress, Vice President  
mress@hhfireandsecurity.com

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



FIRE ALARM | SECURITY  
VIDEO | NURSE CALL

## **WARRANTY**

H&H FIRE AND SECURITY, LLC Life-time Warranty on Quality of Workmanship

### *What is Covered:*

- The system's physical installation performed by authorized H&H FIRE AND SECURITY, LLC personnel.

### *What is Not Covered:*

- Equipment; work performed by others including installation, tampering, alteration, modification, service and maintenance.

## **Equipment**

### *What is Covered:*

- All equipment provided by H&H FIRE AND SECURITY, LLC will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty, not to exceed one year.

### *What is Not Covered:*

- Anything excluded in the manufacturer's warranty.
- Equipment previously serviced by another company.

## **Other Warranty Conditions**

- All H&H FIRE AND SECURITY, LLC warranty related labor is performed during H&H FIRE AND SECURITY, LLC normal business hours. Response time will be handled as a service call and prioritized accordingly
- Shipping and Handling is not covered
- Extended Warranty, Service, and Maintenance contracts which could include 24x7x365 coverage with guaranteed response time are available and supersede all stated warranties. Contact H&H FIRE AND SECURITY, LLC for more information.

## STANDARD TERMS AND CONDITIONS OF SALE

1. **LIMITED WARRANTY.** H&H FIRE AND SECURITY, LLC offers a life-time warranty on the quality of our workmanship. The equipment listed in this proposal will be covered by the manufacturer's warranty. All labor related to equipment warranty will be equal to the manufacturer's warranty. not to exceed one year. This warranty does not cover or extend to defects caused by abuse, misuse, or negligence of or by the Customer, acts of nature, nor does it cover malfunctions or defects experienced subsequent to being serviced by another agency other than H&H FIRE AND SECURITY, LLC.
2. **LIMITATION OF LIABILITY.** Customer agrees that H&H FIRE AND SECURITY, LLC is not an Insurer; that insurance, if any, shall be obtained by the Customer; that the payments provided for herein are based solely on the value of the services as set forth herein and are unrelated to the value of the Customer's property or the property of others located on the Customer's premises; that H&H FIRE AND SECURITY, LLC makes no guaranty or warranty, Including any Implied warranty of merchantability or fitness that the service supplied will avert or prevent occurrence or that consequences there from which the service is designed to detect or avert. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to, installation, maintenance or monitoring service, or the failure of the system to properly operate with resulting loss to customer because of, among other things:
  - A. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the system or service is designed to detect or avert;
  - B. The uncertainty of the response time of any police or fire department, should the police or fire department be dispatched of a result of a signal being received or an audible device sounding;
  - C. The inability to ascertain what portion, if any, of any loss would be proximately caused by H&H FIRE AND SECURITY, LLC's failure to perform or by its equipment to operate;
  - D. The nature of services provided varies on an individual project basis;
  - E. H&H FIRE AND SECURITY, LLC does not represent or warrant that the system may not be compromised or circumvented, that the system will prevent any loss by burglary, theft, fire, or otherwise, or that the system will in all cases provide the protection for which it was installed or Intended.
3. **LIMITATION OF WARRANTY, EXCLUSIVE REMEDIES, AND LIABILITIES FOR OTHER DAMAGES.**
  - A. EXCEPT AS AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN PARAGRAPH 1 OF THIS AGREEMENT, EQUIPMENT, PRODUCTS, MATERIALS AND SERVICES ARE PROVIDED "AS IS." H&H FIRE AND SECURITY, LLC DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
  - B. The exclusive remedies available in the stated terms and conditions are fair and reasonable. The Customer agrees that the sole and exclusive remedy available is limited to the warranties set forth herein, and the Customer agrees not to assert any other claim for any other damage arising out of this transaction, including, but not limited to, any incidental or consequential damages other than

H&H FIRE AND SECURITY, LLC's responsibility to provide replacement product, whether in contract, tort, negligence, strict liability, statutory or regulatory violation, or any other legal theory.

C. Time to bring suit. Customer's remedy shall be asserted within one year from delivery of the product. Any action involving a dispute in this contract shall be brought in the state or federal district court located in Madison, Wisconsin.

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8. **CLAIMS FOR SHORTAGE.** Each shipment shall be examined by the Customer immediately upon his receipt thereof and any claim for shortage or any other cause must be reported to H&H FIRE AND SECURITY, LLC within 10 days after such receipt.
9. **TAXES.** All taxes, which may be applicable to the merchandise or sale thereof covered by the proposal, will be billed on the invoices. Those agencies or businesses not paying sales tax should submit their exempt or resale number to preclude charges for such tax.
10. **TERMS OF PAYMENT.** H&H FIRE AND SECURITY, LLC requires the contract amount to be paid in full with the order. Payment terms are net 30 days unless otherwise stated. Interest will be assessed at the rate of 1 1/2% per month, minimum of \$.50, against all invoices that are 20 days or more delinquent. Billings will represent actual materials delivered and work completed to date. Inasmuch as title to all merchandise does not pass from H&H FIRE AND SECURITY, LLC until bill payment is received; upon notification 30 days in advance of those accounts 90 days or more delinquent, H&H



FIRE AND SECURITY, LLC may remove from customer's premises all equipment and material listed on the proposal. Furthermore, H&H FIRE AND SECURITY, LLC shall in no way be obligated to restore the premises to its original condition or redecorate same in the event system in part is removed as a result of Customer's default in payment. All labor charges, including those assessed for removal will be due from the Customer. Customer agrees to pay all costs and expenses of collection of any amounts due from Customer hereunder, including attorneys' fees or collection agency's fees, out-of-pocket expenses and Interest. Credit for return merchandise will be made as listed under RETURN GOODS FOR CREDIT, EXCHANGE, and OR REPAIR. H&H FIRE AND SECURITY, LLC reserves the right to restrict the terms of payment or to require full payment prior to time of performance if, in H&H FIRE AND SECURITY, LLC's exclusive opinion, the Customer's financial condition or other circumstances do not warrant shipment or installation on the terms originally proposed In this Agreement.

11. **CLEAN UP.** H&H FIRE AND SECURITY, LLC will perform its own clean up and will not be liable for any cleanup work done by others. Furthermore, Customer agrees that no back charges will be issued and no deductions will be made except for Items clearly defined and agreed to In advance.
12. **OVERTIME.** It is contemplated that any Installation or supervision labor and services proposed in this Agreement to be performed by H&H FIRE AND SECURITY, LLC shall be performed during normal working hours, excluding holidays. If for any reason the Customer requests H&H FIRE AND SECURITY, LLC to furnish any such labor or services outside of such regular working hours, any overtime or other additional expense occasioned thereby shall be billed to and paid by the Customer as an extra.
13. **TERMS OF SALE.** All H&H FIRE AND SECURITY, LLC Proposals, all acceptances of Customer's orders, and all sales by H&H FIRE AND SECURITY, LLC are expressly limited to, and expressly made conditional upon, the Customer's acceptance of and assent to the Standard Terms and Conditions of Sale as set forth herein, notwithstanding receipt of, or acknowledgment of, the Customer's order form or specifications containing additional or different provisions, or conflicting oral representations by any agent or employee of the Company. No waiver, change, or modification of any terms or conditions in the Proposal or document hereof shall be binding on H&H FIRE AND SECURITY, LLC unless made in writing and signed by an authorized H&H FIRE AND SECURITY, LLC General Manager or Corporate Officer.
14. **TIME FOR ACCEPTANCE.** Subject to the provisions regarding price in the paragraphs above. quotations do not continue beyond thirty days and are subject to change or withdrawal at any time by H&H FIRE AND SECURITY, LLC without notice.
15. **EXECUTION.** This Agreement Is an offer to sell and shall become a mutually binding agreement when accepted on the face hereof by the Customer or upon receipt of the Customer's order, and after the executed offer is reviewed and accepted by an officer of H&H FIRE AND SECURITY, LLC for the equipment *and/or* services specified In the proposal. Commencement of work must begin within 60 days of acceptance of the proposal or a mutually agreed upon written agreement as to start date, otherwise pricing contained in the proposal shall be subject to change or withdrawal at any time by H&H FIRE AND SECURITY, LLC without notice.
16. **SUBSTANTIAL PERFORMANCE.** If the Customer has taken delivery of the equipment, allowed it to be Installed on their property, and has beneficial use of the equipment, It shall be assumed that H&H FIRE AND SECURITY, LLC has substantially performed its obligations under this Agreement and H&H FIRE AND SECURITY, LLC should be paid all amounts due on said contract, except a reasonable retainage, not to exceed 10% of the total contract amount. Retainage is due and payable on completion of work per the scope of work for the Proposal.
17. **CHANGES.** If changes occur that cause an Increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, an equitable adjustment shall be made in the



price or delivery schedule, or both, and this order shall be modified in writing accordingly. Field changes can be executed by the use of a change order document referenced by the original contract.

18. **CONSENT AND RELEASE.** H&H FIRE AND SECURITY, LLC reserves the right to disclose for marketing or advertising purposes information respective to the proposal without prior approval.
19. **ENTIRE AGREEMENT.** Customer acknowledges that it has read and understands the terms and conditions of this Agreement and agrees to be bound by them, that this Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous agreements, whether oral or written. This Agreement may not be modified or amended in any respect except by a written instrument that specifically states that it is intended as a modification or amendment of this Agreement. This modification or amendment instrument shall not be binding on H&H FIRE AND SECURITY, LLC, unless signed by an H&H FIRE AND SECURITY, LLC General Manager or Corporate Officer authorized to make such revisions and an authorized agent of the Customer.
20. **VALIDITY.** If any term or provision of this Agreement shall to an extent be held by a court or other tribunal to be invalid, void or unenforceable, then that term or provision shall be inoperative and void insofar as it is in conflict with the law, but the remaining terms and provisions of this Agreement shall nevertheless continue in full force and effect and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular item or provision held to be invalid, void and unenforceable.
21. **LAW.** THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN. Any court proceedings or litigation arising out of or pertaining to this Agreement shall be brought in the State of Wisconsin, Circuit Court of Dane County, or the Federal Court of the Western District of Wisconsin, and are subject to Wisconsin Law.
22. **ASSIGNMENT.** No assignment or transfer, in whole or in part, of this Agreement by the Customer shall be binding upon H&H FIRE AND SECURITY, LLC without its prior written consent by an authorized H&H FIRE AND SECURITY, LLC Corporate Officer.
23. **WAIVER.** Failure or delay on the part of H&H FIRE AND SECURITY, LLC or Customer to exercise any right, power or privilege under this Agreement shall not operate as a *waiver* of any right, power or privilege of this Agreement.
24. **ATTORNEY FEES.** The *prevailing* party in any dispute under this Agreement, whether or not litigation is commenced, shall be entitled to recover from the other party all reasonable attorneys' fees and out-of-pocket costs and expenses incurred by the prevailing party which are associated with resolution of the dispute and which a court of competent jurisdiction determines to be just and reasonable under the circumstances.

**CITY OF MILTON, WISCONSIN  
2015 CITY ENGINEERING SERVICES  
WORK ORDER**

**ENGINEERS' PROJECT NO. 141059.00**

**Project Description:**

Provide miscellaneous City engineering services as requested by the City from time to time for which a specific Work Order is not prepared and executed.

**Engineering Services:**

Specific services provided under basic engineering services will be detailed on the Engineers' invoices for each assignment. This Work Order provides for up to 200 hours of basic engineering services at a discounted rate of \$70 per hour.

**Compensation:**

Compensation for the services to be provided under this Work Order will be in accordance with the Engineering Services Agreement dated May 2, 2006, including amendments. The Engineers' fee for basic engineering services will be based upon the above-mentioned discounted hourly rate of compensation for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which will not exceed **\$14,000**.

Submitted by: **Baxter & Woodman, Inc.**

By: \_\_\_\_\_

Douglas R. Snyder, P.E.

Title: Regional Manager

Date: November 19, 2014

Approved: **City of Milton, Wisconsin**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Additional Comments and Conditions:** None.